IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.

APPEAL NO.682 OF 2004
IN
ARBITRATION PETITION NO.152 OF 2004

Indian Oil Corporation .. Appellant

v/s.

Langkawi Shipping Ltd. .. Respondent

Mr.Sunip Sen i/by M/s.Desai & Diwanji for appellant.

Mr.P.S.Pratap with Mr.Amitava Majumdar and Ms.Monika Kohli i/by M/s.Hariani & Co. for respondent.

CORAM : R.M.LODHA AND
J.P.DEVADHAR, JJ.

DATED : 27th October, 2004

P.C.

Heard Mr.Sunip Sen, the learned counsel for the appellant and Mr.P.S.Pratap, the learned counsel for the respondent.

2. The learned single Judge held that the construction on clause 8 of the charter party agreement put by the arbitral tribunal was possible and plausible. We find no justifiable reason for disagreement.

3. As regards the award of interest, we find that the present respondent claimed interest on the sum of US$ 1,23,669 at the rate of 10% per annum from 12th December, 2001 until payment of the said sum.

The present appellant in its reply to the statement of claim only disputed the rate of interest and not the date from which it was payable. In this view of the matter, the award of interest by the Tribunal from 12th December, 2001 cannot be said to suffer from legal infirmity.

4. The other contentions sought to be raised before us were admittedly not raised before the learned single Judge. We decline to consider these contentions.

5. The impugned order does not call for any interference. Appeal is dismissed in limine.

(R.M.LODHA, J.)

(J.P. DEVADHAR, J.)